

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380136

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ouroboros Medical, Inc.		03/18/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Depuy Synthes, Inc.		
<b>Street Address:</b>	700 Orthopaedic Drive		
<b>City:</b>	Warsaw		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46581-0988		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4548366	XTOOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7325246341		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	7325241496		
<b>Email:</b>	earnold1@its.jnj.com		
<b>Correspondent Name:</b>	Denise I. Mroz		
<b>Address Line 1:</b>	One Johnson & Johnson Plaza		
<b>Address Line 4:</b>	New Brunswick, NEW JERSEY 08933		
<b>NAME OF SUBMITTER:</b>	Denise I. Mroz		
<b>SIGNATURE:</b>	/dimjnj/ NY BAR		
<b>DATE SIGNED:</b>	04/11/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

This TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT (this "Agreement") is made as of March 18, 2016 between Ouroboros Medical, Inc., a Delaware corporation ("Assignor"), and DePuy Synthes, Inc., a Delaware corporation ("Assignee") (each, a "Party" and together, the "Parties").

WHEREAS, pursuant to that certain Asset Purchase Agreement between DePuy Synthes Products, Inc. ("Buyer") and Assignor, dated as of the date hereof (the "Asset Purchase Agreement"), among other things, Assignor has agreed to sell, convey, deliver, transfer and assign to Buyer or its designated Affiliate, free and clear of all Liens, other than Permitted Liens, at the Closing, all right, title and interest in, to and under all of the Purchased Assets, including the Trademarks and Copyrights listed on Exhibit A hereto and the goodwill symbolized by or associated with any of the foregoing (collectively, the "Assigned Trademarks and Copyrights"); and

WHEREAS, as a condition to the Closing, the Parties agreed to enter into this Agreement pursuant to which Assignor shall assign to Assignee all of Assignor's right, title and interest in, to and under the Assigned Trademarks and Copyrights.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Defined Terms; Interpretation. Capitalized terms used but not defined herein shall have the meanings given to them in the Asset Purchase Agreement. This Agreement shall be interpreted in accordance with the rules of construction set forth in Section 1.2 of the Asset Purchase Agreement.

2. Assignment. Assignor hereby sells, conveys, delivers, transfers and assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Assigned Trademarks and Copyrights, together with the goodwill of the business symbolized by the Assigned Trademarks and Copyrights and all applications or registrations associated therewith, including common law rights.

3. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Assigned Trademarks to Assignee.

4. Governing Law; Amendment. Construction and interpretation of this Agreement shall be governed by the Laws of the State of New York, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction. This Agreement may not be waived or amended except by an instrument in writing signed on behalf of each of the Parties.

5. Counterparts. This Agreement may be executed in two counterparts, both of which when executed shall be deemed to be an original but both of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Assignor has executed this Trademark and Copyright Assignment Agreement on the date set forth below.

ASSIGNOR:

OUROBOROS MEDICAL, INC.

By: Paul Birkmeyer

Name: Paul Birkmeyer

Title: President

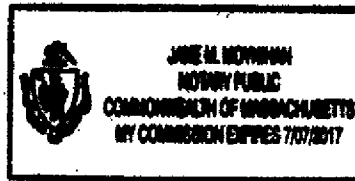
Date: March 18, 2016

COMMONWEALTH  
State of MASSACHUSETTS ), PLYMOUTH COUNTY  
TOWN  
City of MARSHFIELD )

On this 18<sup>th</sup> day of March, 2016, before me personally, PAUL BIRKMEYER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

Jane Moynihan  
Notary Public

JANE MOYNIHAN  
MY COMMISSION EXPIRES 7/17/17



[Signature Page to Trademark and Copyright Assignment Agreement]

IN WITNESS WHEREOF, the Assignee has executed this Trademark and Copyright Assignment Agreement on the date set forth below.

ASSIGNEE:

DEPUY SYNTHES, INC.

By: *Denise I. Mraz*  
Name: Denise I. Mraz  
Title: President

Date: March 18, 2016

State of New Jersey

City of New Brunswick

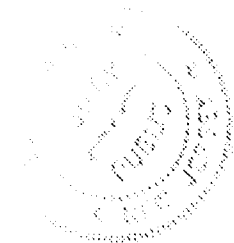
On this 18 day of March, 2016, before me personally, Denise I. Mraz personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

*Edna Bolan*  
Notary Public

Sworn to and subscribed  
before me this

18<sup>th</sup> day of March, 2016

EDNA BOLAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 10/29/2017



[Signature Page to Trademark and Copyright Assignment Agreement]

TRADEMARK  
REEL: 005769 FRAME: 0095

Exhibit A

Assigned Trademarks and Copyrights

**US REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Filed</b>	<b>Registered</b>	<b>Owner</b>	<b>Status</b>	<b>Goods</b>	<b>Country</b>
XTOOL	4548366	September 6, 2012	June 10, 2014	Ouroboros Medical, Inc.	Renewal due June 10, 2024	Medical and surgical apparatus and instruments.	United States

## U.S. COMMON LAW TRADEMARKS

Trademark	License vs. Own
XTOOL	Own

## COPYRIGHTS

The following Promotional Materials in which Seller claims unregistered copyright rights:

- (1) the current version of the document titled "Xtool Instructions for Use" (Internal Part # IFU0459.C); and
- (2) the current version of the document titled "Xtool Sales Sheet" (Internal Part # MKT0962\_B).